**AGREEMENT TO AMEND FOR ASSIGNMENT WITHOUT PRIOR CONSENT**

**By and Among**

**PJM Interconnection, L.L.C.**

**And**

**[Interconnection Customer], [Wholesale Market Participant], [New Service Customer], or [Transmission Customer]**

**And**

**[Assignee]**

**And**

**[Interconnected Transmission Owner], [Transmission Owner] or [Counterparty]**

**(PJM Queue Position #****) or (PJM Non-Queue Position #****)**

This AGREEMENT TO AMEND FOR ASSIGNMENT WITHOUT PRIOR CONSENT (“Amendment”) Service Agreement(s) is entered into by and among PJM Interconnection, L.L.C. (“PJM or Transmission Provider”),      (“[Interconnection Customer], [Wholesale Market Participant], [New Service Customer], or [Transmission Customer]” **\*(Replace throughout as appropriate)**),       (“Assignee”), and      (“[Interconnected Transmission Owner], [Transmission Owner] or [Counterparty]” **\*(Replace throughout as appropriate)**) (each, individually a “Party,” and collectively, the “Parties”).

**RECITALS**

WHEREAS, PJM, [Interconnection Customer] and [Interconnected Transmission Owner] are parties to the following service agreement(s), [filed with and accepted by the Federal Energy Regulatory Commission in Docket No.      ] or [reported in PJM’s Electric Quarterly Reports], designated as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Service Agreement(s)** | **Service Agreement Number** | **Parties to the Agreement** | **Effective Date** |
|  |  |  |  |

WHEREAS, [Section 16.0 of the Interconnection Service Agreement (“ISA”)], [Section of 12.0 of the Interconnection Construction Service Agreement (“ICSA”)], [Section 13.0 of the Interim Interconnection Service Agreement], [Section 2.4 of the Wholesale Market Participation Agreement (“WMPA”)] and/or [Section 6.2 of the Upgrade Construction Service Agreement (“UCSA”)] provides that the Service Agreement(s), or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the Service Agreement(s). [Remove this clause in its entirety if the service agreement at issue does not contain this language.]

WHEREAS, pursuant to [Section 12.2 of Appendix 2 of the ISA], [Section 10.2 of Appendix 2 of the ICSA], [Section 2.6.2 of the WMPA], or [Section 10.2 of Appendix III of the UCSA] the assignment from the [Interconnection Customer] to the Assignee arises from a sale to an affiliate for which consent to assignment is not required; however, the [Interconnection Customer] and Assignee acknowledge that this assignment shall not relieve or discharge the [Interconnection Customer] from any of its obligations under the Service Agreement(s) absent written consent by the Assignee and Transmission Provider.

WHEREAS, pursuant to [Section 12.2 of Appendix 2 of the ISA], [Section 10.2 of Appendix 2 of the ICSA], [Section 2.6.2 of the WMPA] or [Section 10.2 of Appendix III of the UCSA], [Interconnection Customer] and Assignee acknowledge and agree that, as of the effective date of the assignment, the Assignee has the technical and operational competence to comply with the requirements of the Service Agreement(s) and the Assignee assumes all rights, duties and obligations of the [Interconnection Customer] arising under the Service Agreement(s).

WHEREAS, by this written document, the Parties intend to amend the Service Agreement(s) to reflect and describe the changes listed in Appendix A [Add additional appendices as necessary] hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties hereto, hereby agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Service Agreement(s).
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement(s) by making the changes listed in Appendix A hereto. [**Include if the Agreement to Amend and amended Service Agreements must be filed with FERC:** The Parties authorize PJM to file the amended Service Agreement(s) with the Commission without the necessity of additional signatures from [Interconnection Customer] and [Interconnected Transmission Owner]**]**.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.
4. Party Obligations. The Parties hereby agree that the assignment shall not relieve or discharge the [Interconnection Customer] from any of its obligations under the Service Agreement(s).

Except as set forth in this Amendment, the Service Agreement(s) [is] or [are] unaffected and shall continue in full force and effect in accordance with [its] or [their] terms. If there is conflict between this Amendment and the Service Agreement(s) or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment, which shall become effective on the date that it is fully executed by all Parties. By each individual signing below, each represents to the others that they are duly authorized to sign on behalf of that company and have the actual and/or apparent authority to bind the respective company to this Amendment.

[(PJM Queue Position #     ] or [PJM Non-Queue Position #     )]

**Transmission Provider: PJM Interconnection, L.L.C.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Name Title Date

Printed name of signer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Interconnection Customer]: Name of Party**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Name Title Date

Printed name of signer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Assignee: Name of Party**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Name Title Date

Printed name of signer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Interconnected Transmission Owner]: Name of Party**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Name Title Date

Printed name of signer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX A**

|  |  |  |  |
| --- | --- | --- | --- |
| **Section Changed** | **Changed From** | **Changed To** | **Explanation** |
| [WMPA/ISA/ICSA], introductory paragraph | **…** | This [WMPA/ISA/ICSA] amends the [Wholesale Market Participation Agreement/ Interconnection Service Agreement/Interconnection Construction Service Agreement] among the Parties, Service Agreement No. [####], effective [Date], [filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER##-####-### ] or [reported in PJM’s Electric Quarterly Report. | A sentence is added to explain that this is an amended [WMPA/ISA/ICSA]. |